

OFFER TO PURCHASE AND CONTRACT OF SALE

**PRIVACY ACT STATEMENT:** The information collected on this form will serve as an offer to purchase a VA-acquired property. The acquisition and sale of such property is authorized by law (38 U.S.C. 3720 (a) (5)). You are not required to furnish the information but urged to do so since it is vital to proper action by VA in processing your offer to purchase the subject property. Responses may be disclosed outside the VA only if the disclosure is authorized under the Privacy Act, including the routine uses identified in VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register.

**RESPONDENT BURDEN:** VA may not conduct or sponsor, and respondent is not required to respond to this collection of information unless it displays a valid OMB Control Number. Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments regarding this burden estimate or any other aspect of this collection of information, call 1-800-827-1000 for mailing information on where to send your comments.

**INSTRUCTIONS TO BROKER -** Send original and one copy with all attachments to the VA Regional Office listing the property. If a vendee loan (seller financing) is requested and there is a co-purchaser who is not the spouse of the purchaser, a separate credit statement is required.

1A. ADDRESS OF PROPERTY TO BE PURCHASED (Include No., Street or rural route, City or P.O. Box, State and ZIP Code)	1B. PROPERTY IDENTIFIER
--	-------------------------

SECTION I - PURCHASER(S) INFORMATION

2A. NAME OF PURCHASER	2B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code)	2C. HOME PHONE ( )
		2D. BUSINESS PHONE ( )
3A. NAME OF PURCHASER	3B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code) (If same as above write "SAME")	3C. HOME PHONE ( )
		3D. BUSINESS PHONE ( )

4. STATE EXACT NAME(S) IN WHICH TITLE IS TO BE CONVEYED	5. DO YOU PLAN TO OCCUPY THE PROPERTY? <input type="checkbox"/> YES <input type="checkbox"/> NO	
5A. IS ANY PURCHASER A VETERAN? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", complete Items 5B and 5C)	5B. SERVICE/SERIAL NUMBER	5C. DATES OF LATEST SERVICE

6. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR THEIR CLOSE RELATIVE?  
(If any answer(s) for Items 6A through 6D is/are "YES," give a detailed statement of circumstances on a separate sheet. The term "Close relative" as used means the spouse, parents, children, brother or sister, or any other relative who is a member of the purchaser's household.)

A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE PAYMENT OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B. ANY PERSON EMPLOYED BY VA OR RENDERING SERVICES TO VA ON A FEE OR COMMISSION BASIS; i.e., A VA AFFILIATE. (SEE ITEM 12c1-5 ON THE REVERSE FOR A FULL DEFINITION OF "AFFILIATES").	<input type="checkbox"/>	<input type="checkbox"/>
(If "YES," is checked please give relationship)		
C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY?	<input type="checkbox"/>	<input type="checkbox"/>
D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II - TERMS OF PURCHASE, CERTIFICATIONS AND CONDITIONS OF TRANSMITTAL OF OFFER

7. CASH OFFER <input type="checkbox"/>		8. TERM OFFER <input type="checkbox"/>	
A. OFFERED PRICE	\$	A. OFFERED PRICE	\$
DEDUCTIONS:		B. LESS (-) DOWNPAYMENT	\$
B. DISCOUNT POINTS	\$	C. AMOUNT OF VENDEE LOAN REQUESTED (Item A - Item B)	\$
C. LOAN ORIGATION FEE	\$	D. TIMES (X) CASH EQUIVALENT FACTOR	%
D. CLOSING COSTS	\$	E. CASH EQUIVALENT VALUE (CEV) OF LOAN AMOUNT (Item C x Item D)	\$
E. SALES COMMISSION	\$	F. PLUS (+) FUNDING FEE / % of Item C	\$
F. SALES BONUS	\$	G. PLUS (+) DOWNPAYMENT (Item B)	\$
G. TOTAL DEDUCTIONS (Item B through Item F)	\$	H. ADDITIONS TO CEV OF LOAN AMOUNT (Item F + Item G)	\$
H. NET TO VA (Item A - Item G)	\$	I. CASH EQUIVALENT VALUE OF TOTAL OFFER (Item E + Item H)	\$
		J. LESS (-) SALES COMMISSION	\$
		K. LESS (-) SALES BONUS	\$
		L. TOTAL DEDUCTIONS (Item J + Item K)	\$
		M. NET TO VA (Item I - Item L)	\$
I. PURCHASER(S) AGREE TO CLOSE WITHIN _____ DAYS AFTER OFFER IS ACCEPTED BY VA.		N. INTEREST RATE %	O. NO. OF YEARS
			P. MONTHLY P @ I PAYMENT \$

9. AMOUNT OF EARNEST MONEY ➤ \$ \_\_\_\_\_

VA WILL ACCEPT THE OFFER WHICH PROVIDES THE HIGHEST NET RETURN TO VA, BASED ON CORRECT CALCULATIONS. ERRORS IN THE COMPUTATION OF THE NET TO VA MAY RESULT IN THE OFFER BEING REJECTED AND ANOTHER OFFER ACCEPTED.

The "Conditions of Sale" on the reverse of this Offer to Purchase and Contract of Sale and any required Attachments and Addendums to it executed by the purchaser(s) are incorporated herein and are a part hereof. All parties hereto acknowledge they have read and understand the "Conditions of Sale" on the reverse of this Offer to Purchase and Contract of Sale (and any required Attachments and Addendums) as evidenced by their signature(s) herein below.

**PENALTY:** The law provides severe penalties which include fine or imprisonment, or both, for the willful submission of any statement or evidence of a material fact, knowing it to be false.

10A. SIGNATURE OF PURCHASER	10B. DATE SIGNED	11A. SIGNATURE OF SPOUSE OR CO-PURCHASER	11B. DATE SIGNED
12A. NAME AND ADDRESS OF REAL ESTATE FIRM		12B. NAME OF PRINCIPAL BROKER	
		12C. TAX ID OR SOCIAL SECURITY NUMBER	
		12D. NAME OF SALES PERSON	
		12E. TELEPHONE NUMBER ( )	

13A. SIGNATURE OF PRINCIPAL BROKER OR AUTHORIZED REPRESENTATIVE	13B. DATE SIGNED
---	------------------

SECTION III - ACCEPTANCE BY THE DEPARTMENT OF VETERANS AFFAIRS

Acceptance of this offer is hereby evidenced by my signature below and by the return to the Purchaser or Sales Broker of a copy hereof, so signed. (If the offer is not accepted it will not be signed in Item 14A on behalf of VA and the prospective purchaser will be notified of the rejection.)

14A. THE SECRETARY OF VETERANS AFFAIRS BY: _____ TITLE: _____	14B. DATE ACCEPTED
--	--------------------

## SECTION IV - CONDITIONS OF SALE

1. This Contract of Sale contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this contract. This Contract of Sale is not assignable by the Purchaser(s).

2. **Funding Fee Notice:** Title 38, U.S. Code, Section 3729 requires that VA collect a funding fee from each person who obtains a vendee (VA/ Seller financed) loan to purchase a VA-acquired property. This fee must be paid in cash or certified funds at closing. The fee may not be collected from a veteran who is receiving compensation (or who, but for the receipt of retirement pay would be entitled to receive compensation) or from a surviving spouse as described in 38 U.S.C. 3701(b)(2).

3. Risk of loss or damage by fire or other causes is assumed by the Seller until the sales transaction is closed.

4. Seller may rescind this contract and return the Purchaser's earnest money deposit under any of the following conditions:

- The property is damaged prior to the date of closing.
- The Seller is unable to deliver the property vacant if so advertised.
- The Seller is unable or unwilling to remove valid objections to title prior to closing.
- The Seller has not, and is unable to timely acquire title to the property.
- The property is subject to outstanding redemption rights and such rights are exercised. (In such cases the Seller shall be entitled to the redemption money and shall return to the Purchaser(s) all payments made by him/her to the Seller on account of this sale, without interest, less the fair rental value.)
- Vendee financing is requested and the Seller determines the Purchaser(s) is/are not (an) acceptable borrower(s).

5. The return of the earnest money deposited by the Purchaser(s) shall release the Seller from any and all claims arising from this transaction.

6. The seller may retain all or a portion of the earnest money deposited herewith as liquidated damages if the Purchaser(s) refuse(s), or otherwise fails to perform in accordance with this Contract of Sale. Purchaser's failure to obtain mortgage financing to complete the purchase will not be considered a failure to perform and the earnest money deposit will be returned if the Purchaser(s) can show he/she reasonably and diligently pursued such financing without undue extensions of time.

7. Purchasers who request, but do not qualify for a VA Vendee (VA/Seller) loan agree that the vendee loan processing fee, if required, will not be refunded, or if the loan application was processed by VA, a processing fee not to exceed \$300 may be deducted from the earnest money deposit.

8. If Vendee financing is requested, the Purchaser(s) will inform the Seller of any changes in employment and/or financial position, including bankruptcy, judgments, pending litigation, income tax liens, garnishments, and other similar matters.

9. Closing shall be as soon as possible and within a reasonable time after indication by the Seller of readiness to close. Seller will indicate place of closing for Vendee financed loans. Purchaser(s) agree(s):

- To pay sufficient money at closing, as determined by an escrow analysis as required by Title 24 CFR 3500, for Seller to properly establish escrow accounts to pay taxes, assessments, ground rents (if any), and hazard and flood insurance required by the Seller.
- To pay monthly, in addition to the monthly installments of principal and interest shown for seller-financed sales, 1/12 of the annual charges that the Seller reasonably anticipates paying from the escrow account for hazard insurance, ground rents (if any), and any and all taxes and assessments now or hereafter levied against the property, in order that the Seller may pay such charges when due.
- To pay for any examination of title or continuation of policies as he/she may require, documentary stamps on the deed of conveyance by the Seller and on all other closing instruments, recording taxes, recording fees, and any other expenses incidental to the closing. Copies of any title evidence in the possession of the Seller will be made available to the Purchaser(s) for examination upon request. Said evidence will be delivered to Purchaser(s) when loan is paid in full.
- That all assessments, rents (if any), ground rents (if any), and taxes shall be prorated as of the closing date, and the purchaser(s) will assume all taxes, assessments, and ground rents (if any), due on and after the closing date.
- To furnish hazard insurance (and flood insurance if required) policies satisfactory to the Seller, with loss-payable clauses in favor of the Seller, successors or assigns. Policies will be effective as of the closing date and will be delivered to the Seller at closing along with receipts for the payment of the first year premium.

10. The Seller will prepare, on standard VA forms, the instruments required for closing the sale. At that time, the Seller, at the Seller's option, will either enter into an installment contract or will deliver the deed of conveyance. The deed will contain a covenant which warrants against the acts of the Seller and all claiming by, through, or under him or her conveying good title to said real estate subject to easements, restrictions, and agreements of record. In a sales transaction financed by VA, the deed will be delivered simultaneously with the execution and delivery by the Purchaser(s) to the Seller of a mortgage, or deed of trust, and note covering the balance of the purchase price. If the sale

is under an installment contract, said contract will provide for delivery of such deed and the necessary note or bond and security instruments at the time determined by the Seller. In a cash sales transaction, the deed will be delivered simultaneously with the balance of the purchase price.

11. This sale is subject to the rights of any parties in possession.

### SALES BROKER CERTIFICATION

12. I, the undersigned sales broker, have received from the prospective purchaser(s) the deposit shown on the reverse which I am holding for the Department of Veterans Affairs. I certify and agree that:

a. I am acting as Trustee of these funds which will be placed in my Trust Escrow Account. If the purchase offer is not accepted by VA, the deposit shall be returned to the prospective purchaser(s), without interest.

b. The statements of the prospective purchaser(s) shown on the reverse and in the attached credit statement, if required, are believed to be true and correct. I do not know of any loans, gifts, or financial assistance being made to the prospective purchaser(s). I will disclose to VA any such information coming to my attention if seller financing is involved.

c. The sales commission shall not be deemed earned unless and until the sale is actually closed, and that the sales commission shall be payable in amount and time as established by VA. In addition, sales commissions may not be payable, if the purchaser(s) or co-purchaser(s) is/are a VA affiliate in one of the following categories:

- (1) Loan Guaranty (LGY) employees at the listing station who are involved in the pricing of VA-acquired properties (including the LGY Officer, Assistant LGY Officer and the Chief of Property Management);
- (2) Any other VBA employees assigned to the field station listing the property;
- (3) The MB to whom the property has been assigned;
- (4) Spouses, parents, in-laws, children, stepchildren, brothers and sisters of, and persons who reside with any of the above; and,
- (5) The MB's partners, employees and sales associates.

d. I am duly licensed to sell real estate by the appropriate governmental agency in the area where this property is located.

e. Neither the broker nor any of his/her sales, management, or rental personnel, employees, or others authorized to act for the broker will, in violation of Title VIII of the Civil Rights Act of 1968 as amended (The Fair Housing Act), or Executive Order 11063, decline to show or will discriminate in the sale or rental of any property now or here after listed with him/her. It is further agreed that the undersigned will:

- (1) Instruct the staff in the policies of nondiscrimination and applicable laws;
- (2) Prominently display the Fair Housing Poster in all offices in which sale or rental activity takes place;
- (3) Use the approved Equal Housing Opportunity logo, slogan, or statement in all advertising in conformance with Advertising guidelines for Fair Housing;
- (4) When advertising VA-acquired properties located in predominantly white areas, utilize any available minority media (solely or in addition to other media); and,
- (5) Maintain a nondiscriminatory hiring policy in affirmatively recruiting from both minority and majority groups for staff.

f. Non-compliance by the broker or any employee of his or her organization with the laws, executive orders, or regulations, against discrimination in the sale or rental of any property, or with this certification will be proper basis for barring the undersigned from participation in the program of selling, renting, or managing HUD or VA owned properties. I also understand that such determination of debarment by either HUD or VA shall be honored by both.

13. **Prompt Payment Notice:** In accordance with Chapter 39, Title 31, United States Code, payment under this contract will be due on the \_\_\_ calendar day after the receipt of a proper invoice or after acceptance of goods or services by VA, whichever is later. For the purpose of determining the payment due date, a technical acceptance inspection will be completed within \_\_\_ calendar days of delivery of the goods or services provided under the contract.

14. **DRUG-FREE WORKPLACE NOTICE:** The provisions of FAR 52.223-5, Certification Regarding a Drug-Free Workplace and FAR 52.223-6, Drug-Free Workplace, are incorporated by reference.

### PURCHASER(S) CERTIFICATIONS

15. I offer to purchase the property herein described at the price and terms shown on the reverse, subject to all the applicable conditions of this Contract of Sale shown above and on the reverse which I have read and which constitute part of my offer. I understand this property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs. I have examined this property and agree to accept same in its present "as is" condition, and further agree that VA makes no warranties, expressed or implied, with respect thereto. It is understood and agreed that acceptance of this offer by VA can be evidenced only by the delivery to me/us or my/our sales broker of a copy hereof, executed by a duly authorized officer of VA.

16. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny the dwelling or property covered by this offer to purchase to any person because of race, color, religion, sex, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, familial status, or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

**NOTICE OF POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

1. DATE PREPARED

2. PAGE NO.

3. PROPERTY IDENTIFIER

PAGE 1 OF PAGES

4. PROPERTY ADDRESS (Include No., Street or Rural Route, City or P.O., State and Zip Code)

**5. DISCLOSURES AND CERTIFICATIONS****A. LEAD WARNING STATEMENT**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.

**B. SELLER'S DISCLOSURE** (Initial Items B1 or B2 and B3 or B4, you may attach additional sheets if needed for B1 or B3)

1. \_\_\_\_\_ The following known lead-based paint and/or lead-based paint hazards are present in the housing:

OR

2. \_\_\_\_\_ VA has no knowledge of lead-based paint hazards in the housing.

AND

3. \_\_\_\_\_ VA has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing; i.e., the following:

OR

4. \_\_\_\_\_ VA has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**C. PURCHASER'S ACKNOWLEDGEMENT** (The purchaser(s) must initial item C1 or C2)

The purchaser(s) of the property identified in Item 4 above acknowledge(s) that he/she/they has/have received all of the information listed above and the lead hazard information pamphlet "Protect Your Family From Lead In Your Home," EPA 747-K-94-001, and certify that:

1. \_\_\_\_\_ He/she/they has/have received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (unless the parties have mutually agreed to a different period of time), before becoming obligated under the contract to purchase the housing. The 10-day period expired \_\_\_\_\_.

2. \_\_\_\_\_ He/she/they has/have been informed of the 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and choose to waive it.

**D. AGENT'S ACKNOWLEDGEMENT** (Initial and complete Items 8A and 8B below)

\_\_\_\_\_ I am aware of my duty under 42 U.S.C. 4852d to ensure compliance with the requirements of Title X.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

6A. SIGNATURE OF PURCHASER	6B. DATE SIGNED	7A. SIGNATURE OF CO-PURCHASER	7B. DATE SIGNED
8A. SIGNATURE OF REAL ESTATE AGENT	8B. DATE SIGNED	9A. SIGNATURE OF REAL ESTATE BROKER OR BROKER'S AUTHORIZED REPRESENTATIVE	9B. DATE SIGNED
10A. SIGNATURE OF SECRETARY OF VETERANS AFFAIRS OR DESIGNEE			10B. DATE SIGNED